

NOT FOR PUBLICATION

NO. 24171

IN THE INTERMEDIATE COURT OF APPEALS

OF THE STATE OF HAWAII

LOCHLAND HOLDINGS LLC, Plaintiff/Counterclaim
Defendant-Appellee,

v.

HARRY DUARTE; LEIMOMI HO; EMANUEL DUARTE; NINA PAYNE;
RICHARD DUARTE; RENELL WARD; SHARON DUARTE; LEIMOMI
MIYAKE; BETTY SNOWDEN; BEVERLY KAPAHU; GERALD DUARTE; DAMIEN
DUARTE; MABEL KAMPSTRA; TERRENCE DUARTE; RACHELLE MAIKUI,
Defendants/Counterclaimants/Cross-Claimants-Appellees

and

AMERICAN TRUST CO. OF HAWAII, INC., Trustee under
Trust Agreement No. 90-01489; MARTHA K. KAPUNIAI;
PAUL KAPUNIAI; THELMA KAPUNIAI; ROBERT K. KAPUNIAI, SR.;
EUNICE KAPUNIAI ABLEIDINGER; KATHERINE KAPUNIAI PAHNKA; UNA
MAY KAPUNIAI KUHLMAN aka UNA MAY KAPUNIAI MONIZ; CHARLOTTE
MOMOHARA TOLENTINO; GEORGETTE SHERMAN ALBINA; CHARLES
ARTHUR SHERMAN; ALVIN KAMAHALO BEECH; PENNY NALANI CHUNG;
LAWRENCE K. KAPUNIAI; GEORGE M. KAPUNIAI; BERYL SOUZA;
EUGENE H.K. AH MOOK SANG; ANTHONY H. SANG, SR.; JOY K.
LINDSEY; BRADLEY SANG; NORA MAUDE PUAOI KAHAULELIO;
ERNEST KALANI PUAOI; BERNICE LEILANI BRIGGS; WILLIAM JAMES
PUAOI; JOHN B. PUAOI, SR.; EILEEN NALANI PUAOI HILL;
MARYANN PUAOI DE COTA; ARLETTE MOANA LAHELA RITTMEISTER
ADAMS; PEACHES RITTMEISTER CULLEN; WILLIAM F. RITTMEISTER,
Defendants/Cross-Claim Defendants-Appellees,

and

LEILANI MIYAKE; TERYN MALIA MANOI; EDWARDIAN NAPUA MANOI
GRANTHAM; LORRIN KALANI MANOI; JENNIE ANN PIHANA MANOI;
FLAVIANA KALEHUA MANOI VIDINHA; CHARLENE PUA MANOI CRUZ;
LEILANI DUARTE-MIYAKI; LUCILLE KANOELANI MATTOS; MILTON
RALPH SANTOS, Defendants-Appellees,

and

JEAN P. BRINDLEY; MARGUERITE LUHIA RUST,
Defendants/Cross-Claim Defendants-Appellants,

and

LESLIE APIU KULOLOIO; DANA NAONE HALL,
Defendants/Counterclaimants/Cross-Claim Plaintiffs,

and

KELEAU; NALAUHULU (K); LILIA KAHU (W); LILIA KEALOHA;
ABBIE PRESTIDGE, AKA MRS. WILL (ABEGAIL) PRESTIDGE;
KELIILAWAIA (K); JOHN KAPOHAKIMOHEWA; DAVID KAPOHAKIMOHEWA;
KALAHANOHANO; OKELA; KAHULA (K); KAWAI MAHALO (K); ROBERT
KAPUNIAI; STATE OF HAWAII; COUNTY OF MAUI; and Heirs
and Assigns of persons named above who are deceased,

or persons holding under said Heirs; ROBERT K. KAPUNIAI, JR.; LUANA E. MANAKUA; THELMA M. MEDEIROS; JOHN DE CASTRO, JR.; WILMA O. AH NEE; LOUISE K. LAPERA; ALVINA NAPUA PUAOI; GEORGE EDWARD PUAOI; EDWARD SCOTT MAKAEA PUAOI; NOREEN KAPIOLANI PUAOI INOKE; WILLIAM KENNETH PUAOI; GENE PUAOI; HANNAH PUAOI RITTMEISTER YOUNG; KEITH DUARTE; RUSSELL DUARTE; DOES 50 THROUGH 100; and all other persons or corporations unknown claiming any right, title, estate, lien or interest in the real property described in Plaintiff's Complaint, adverse to Plaintiff's ownership and TO ALL WHOM IT MAY CONCERN, Defendants/Cross-Claim Defendants

APPEAL FROM THE SECOND CIRCUIT COURT
(CIVIL NO. 96-0755(2))

MEMORANDUM OPINION

(By: Burns, C.J., Watanabe and Foley, JJ.)

Defendants/Cross-Claim Defendants-Appellants Jean P. Brindley (Brindley) and Marguerite Luhia Rust (collectively Appellants) appeal from the Final Judgment and Decree filed March 12, 2001 in the Circuit Court of the Second Circuit¹ (circuit court).

Appellants contend the circuit court erred by granting summary judgment in favor of Plaintiff/Counterclaim Defendant-Appellee Lochland Holdings, LLC (Lochland) and by entering the Final Judgment and Decree based upon the erroneous finding and conclusion that all parties, including Brindley, had agreed to the settlement agreement. We agree and therefore vacate the

¹The Honorable Shackley F. Raffetto presided.

Final Judgment and Decree and the underlying March 12, 2001

"Order On Plaintiff's Motion for Summary Judgment."

I. FACTS

On September 18, 1996, pursuant to Hawaii Revised Statutes (HRS) Chapters 668 and 669, Lochland² filed a Complaint to Quiet Title on five parcels of land. Lochland named the following Defendants: Keleau; Nalauhulu (k); Lilia Kahu (w); Lilia Kealoha; Abbie Prestidge, aka Mrs. Will (Abegail) Prestidge; Keliilawaia (k); John Kapohakimohewa; David Kapohakimohewa; Kalahanohano; Okela; Kahula (k); Kawai Mahalo (k); Robert Kapuniai; State of Hawai'i; County of Maui; American Trust Co. of Hawaii, Inc., Trustee under Trust Agreement No. 90-01489; Heirs and Assigns of persons named above who are deceased, or persons holding under said Heirs; Does 1 through 100; and other persons or corporations claiming any right, title, estate, lien or interest in the real property described in the complaint.

Lochland alleged that it was in possession of and was the owner in fee simple of Royal Patent Grant Nos. 2074, 2076, 2225 Apana 1, and 2792. Lochland also alleged that it was in possession of and was the owner in fee simple of an undivided two-thirds interest (with Defendant American Trust Co. of Hawaii

²On July 28, 1998, Lochland was substituted as the plaintiff for Carter-Makena Limited Partnership, a Hawai'i Limited Partnership, by "Order on Motion for Substitution of Plaintiff."

holding the other one-third interest) in Royal Patent Grant No. 2844 Apana 1.

On November 20, 1996, Lochland moved to serve notice by (1) publication on the individual defendants named in the complaint and their heirs and assigns or persons holding under said heirs, who might claim right, title, or interest in Royal Patent Grant Nos. 2074, 2076, 2225 Apana 1, 2792, and 2844 Apana 1; and (2) by posting a copy of the notice of action and summons on the subject property. The circuit court granted the motion, and service was effected by publication and posting.

Pursuant to a motion to name Doe Defendants, Martha K. Kapuniai, Paul Kapuniai, Thelma Kapuniai, Robert K. Kapuniai, Sr., Eunice Kapuniai Ableidinger, Katherine Kapuniai Pahnka, Una May Kapuniai Kuhlman, Charlotte Momohara Tolentino, Georgette Sherman Albina, Charles Arthur Sherman (collectively the Kapuniaais), Alvin Kamahalo Beech, Penny Nalani Chung, Marguerite Luhia Rust, and Jean Brindley were added as defendants on February 12, 1997.

On February 28, 1997, Harry Duarte, Leimomi Ho, Emanuel Duarte, Nina Payne, Richard Duarte, Renell Ward, Sharon Duarte, Leimomi Miyake, Beverly Kapahu, Gerald Duarte, Damien Duarte, Mabel Kampstra, Terrence Duarte, Rachelle Maikui, and Betty Snowden (collectively the Snowdens) filed an amended answer to

the complaint, a counterclaim, and a cross-claim. The Snowdens claimed a 50% interest in Royal Patent Grant No. 2844, Apana 1.

On March 11, 1997, Alvin Kamahalo Beech, Penny Nalani Chung, Marguerite Luhia Rust, and Jean Brindley filed an answer to Lochland's complaint, claiming an interest in Royal Patent Grant No. 2844 Apana 1. On March 12, 1997, these defendants filed an answer to the Snowdens' cross-claim. On March 21, 1997, Lochland filed a reply to the Snowdens' counterclaim.

On April 4, 1997, the circuit court granted partial summary judgment in favor of Lochland on Royal Patent Grant Nos. 2074 and 2225 Apana 1. On April 30, 1997, the State of Hawai'i filed its answer to Lochland's complaint. On May 16, 1997, the circuit court granted partial summary judgment in favor of Lochland on Royal Patent Grant Nos. 2076 and 2792.

Lochland filed a motion on June 19, 1998 for service of process of its complaint, by publication and by posting on the property, on the following: Heirs of Mabel Hussey, whose mother was Puniia Kahula; Abby Puaoi Ah Mook Sang aka Abegail Ah Mook Sang, Emily Puaoi Palapala and Hannah Puaoi Rittemeister, daughters of William Puaoi and Abegail Nahinu Holi; Heirs of William Puaoi; Arlette Cobb-Adams, Peaches Rittemeister (whose husband is Martin) and William Rittemeister (whose wife is Judy), all three of whom are children of Hannah Puaoi Rittemeister; Beryl Souza; Kalena aka Kalena Kamahalo; and Kavao aka Kawao aka

Kawao Kamahalo; and their Heirs and Assigns, or persons holding under said Heirs, who might claim right, title, or interest in Royal Patent Grant No. 2844 Apana 1. Service was effected by publication and by posting. Luana E. Palapala Hamakua, William F. Rittmeister, and Arlette Moana Lahela Rittmeister Adams appeared at the August 12, 1998 publication return date hearing.

On July 20, 1998, Beryl Souza filed a pro se answer to Lochland's complaint, claiming an interest in Royal Patent Grant No. 2844 Apana 1. On August 3, 1998, Eugene H.K. Ah Mook Sang, Anthony H. Sang. Sr., Joy K. Lindsey, and Bradley Sang filed pro se answers to Lochland's complaint, claiming an interest in Royal Patent Grant No. 2844 Apana 1.

On August 12, 1998, Thelma M. Medeiros, Louise K. Lapera, John De Castro, Jr., Wilma O. Ah Nee, Nora Maude Puaoi Kahaulelio, Ernest Kalani Puaoi, Bernice Leilani Briggs, Alvina Napua Puaoi, William James Puaoi, and John B. Puaoi, Sr. filed pro se answers to Lochland's complaint.

On September 2, 1998, Arlette Moana Lahela Rittmeister Adams, Peaches Rittmeister Cullen, William F. Rittmeister (collectively the Rittmeisters), and Hannah Puao Rittmeister Young filed their amended answer to Lochland's complaint.

On August 26, 1998, the Snowdens filed a "Motion for Relief from Judgment," pursuant to Hawai'i Rules of Civil Procedure (HRCP) 60(b)(4) and (6), asking the circuit court to

vacate the grant of partial summary judgment to Lochland on Royal Patent Grant No. 2074. On November 19, 1998, the circuit court granted the Snowdens' motion and set aside the summary judgment as to Royal Patent Grant No. 2074.

Edward Scott Makaea Puaoi, Noreen Kapiolani Puaoi Inoke, William Kenneth Puaoi, and Gene Puaoi were added as heirs pursuant to a "Disclaimer of Interest of Alvina Puaoi" filed January 13, 1999.

On January 29, 1999, Mary Ann L. De Cota filed her answer. On February 8, 1999, Eileen N. Puaoi Hill filed her answer. On February 19, 1999, George Puaoi filed his answer. On July 18, 1999, Milton Ralph Santos and Lucille Kanoelani Mattos filed their answer. On February 22, 2000, Leslie Apiu Kuloloio and Dana Naone Hall filed an answer, counterclaim, and cross-claim.

On September 29, 2000, Lochland filed a motion for partial summary judgment pursuant to HRCP Rule 12(c) as to George Edward Puaoi. The circuit court determined that George Edward Puaoi had no interest in the real property that was the subject of the action and granted Lochland's motion on November 1, 2000.

On December 19, 2000, Lochland filed a Motion for Summary Judgment on Certain Titles and for Final Judgment. Lochland informed the circuit court that a settlement had been

reached and asked the court to follow the terms of the settlement agreement and enter a final judgment as follows:

Grant 2074 is owned by the Plaintiff, Lochland Holdings LLC.

Grant 2844 Apana 1 is owned by Betty Snowden, Trustee of the Puni'ia Ohana 2000 Trust.

Grants 2792:2 and 2225:2 are owned by the Bank of Hawaii under Trust Agreement No. 90-01489, the beneficiaries of that Trust being Defendants the Kapuniai family, Alvin K. Beech, Jean P. Brindley, Penny N. Chung and Margaret Rust.

The Court rule that all of the parcels mentioned above are owned in fee simple absolute, free and clear of all claims, liens, clouds and encumbrances of any kind.

Finally [Lochland] requests that this Court confirm and determine that the Settlement Agreement and the Pond Use Agreement are in full force and effect and are part of this Court's judgment.

Prior to the February 9, 2001 settlement conference, various parties filed settlement conference statements. In her January 23, 2001, settlement conference statement, Brindley stated that she "does not agree to the proposed settlement as set forth by the Plaintiff in its Motion for Summary Judgment."

Brindley also filed her January 26, 2001 memorandum in opposition to the Motion for Summary Judgment in which she claimed an interest in Royal Patent Grant Nos. 2844 Apana 1, Grant 2792 Apana 2, and Grant 2225 Apana 2. Brindley stated that, based on her research into her genealogy, she did not believe the Snowdens and others had an interest in the subject property. The Snowdens were claiming through Puniaa, daughter of Kahula; however, Brindley's research showed that Kahula did not have a daughter. Brindly stated that she needed more time to

work on her research and discovery. She also stated that she had never agreed to any settlement in this case and had not agreed to convey her interest in the subject property to the Snowdens.

On February 9, 2001, a settlement conference was held in which the circuit court acknowledged that Jean Brindley had not agreed to settle the case. At the conference, Alvin Beech told the court that he, Penny Chung, and Margaret (aka Marguerite) Rust agreed with the settlement agreement.

On March 12, 2001, the circuit court entered an order granting Lochland's Motion for Summary Judgment and a Final Judgment and Decree.

The order granting the motion for summary judgment and the Final Judgment and Decree stated in part that: (1) this was an action to quiet title and a partition under HRS Chapters 668 and 669, which Chapter 668 was in equity and thus this court had equitable powers in addition to its legal powers; (2) the parties to the case had entered into a Settlement Agreement, which was incorporated by reference; (3) the parties to the settlement agreement were receiving valuable assets in land or money or in other rights, which assets exchanged were of equal value; (4) the Settlement Agreement was fair and equitable to all parties; (5) by the power vested in the circuit court by HRCP Rule 70 and HRS § 668-7 and -13, all parties and others who were named in the Settlement Agreement and the Deeds were bound by the Settlement

Agreement and by the Deeds; (6) the Clerk of the Court was authorized to sign the Settlement Agreement and Deeds on behalf of those persons who had not signed the agreement and/or Deeds.

On March 23, 2001, a settlement conference was held in which the circuit court again acknowledged that Jean Brindley had not agreed to settle the case. Appellants timely filed this appeal.

II. STANDARD OF REVIEW

A. Motion for Summary Judgment

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." HRCp Rule 56(c).

A fact is material if proof of that fact would have the effect of establishing or refuting one of the essential elements of a cause of action or defense asserted by the parties.

The evidence must be viewed in the light most favorable to the non-moving party. In other words, we must view all of the evidence and the inferences drawn therefrom in the light most favorable to the party opposing the motion.

Hawaii Cmty. Fed. Credit Union v. Keka (Keka), 94 Hawai'i 213, 221, 11 P.3d 1, 9 (2000) (internal quotation marks, citations, ellipsis, and brackets omitted) (quoting Dairy Road Partners v. Island Ins. Co., Ltd., 92 Hawai'i 398, 411, 992 P.2d 93, 106 (2000)).

An appellate court reviews a grant or denial of a summary judgment motion under the de novo standard. Keka, 94 Hawai'i at 221, 11 P.3d at 9.

III. DISCUSSION

A. The circuit court erred by entering the Final Judgment and Decree because there was no settlement among all of the parties.

Appellants contend the circuit court erred by granting the Motion for Summary Judgment and entering a Final Judgment and Decree in favor of Lochland because all of the parties had not reached a settlement by agreement.

The Final Judgment and Decree stated in relevant part:

This Court having entered its ORDER ON PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT, and good cause appearing,

NOW THEREFORE, it is hereby Ordered, Adjudged and Decreed as follows:

. . . .

2. The parties to this case have entered into a Settlement Agreement.

3. Therefore this Settlement Agreement, which this Court adopts and incorporates herein by reference,

The Order on Plaintiff's Motion for Summary Judgment stated in relevant part:

2. The Plaintiff Lochland has asked that this Court approve the Settlement Agreement attached to its Motion for Summary Judgment as Exhibit C. No competent objection was stated to the Settlement Agreement or to the Motion for Summary Judgment.

3. Therefore this Court finds and rules that the Settlement Agreement, which this Court adopts and incorporates herein by reference,

The circuit court granted the Motion for Summary Judgment and Final Judgment and Decree on the finding that all parties had agreed to a settlement. However, it is clear from the record that Brindley had not agreed to settle. Brindley stated in her January 26, 2001 memorandum in opposition to the Motion for Summary Judgment that she had never agreed to any settlement. During the February 9, 2001 settlement conference, the circuit court stated that it appeared that everyone else in the case had settled except for Brindley. The circuit court entered the Order on Plaintiff's Motion for Summary Judgment and Final Judgment and Decree on March 12, 2001. The circuit court held another settlement conference on March 23, 2001, in which the following exchange took place:

THE COURT: Well, I think that this case was pretty much settled except for a couple of parties. And I guess, [Counsel for Brindley and Rust], your client filed an appeal. Is that right?

[Counsel]: That's correct.

THE COURT: Is there no chance that this could settle, or what's the scoop?

[Counsel]: I just was talking with her on the phone, and I had the opportunity to speak with Mr. Doo before coming in. It doesn't look like there is going to be anything today, as far as my last telephone discussion with her. And, you know, that's about what I can represent to the court right now.

She's not in agreement with the state of the settlement as it's already been entered by way of final judgement by this court, so that's why we filed the notice of appeal, and that's my client's position at this time.

THE COURT: Okay. So your clients are the only ones who filed the appeal?

[Counsel]: Yes.

THE COURT: Everybody else settled?

[Counsel]: That's my understanding.

It is clear that, when and after the circuit court had granted the Motion for Summary Judgment and entered the Final Judgment and Decree, the circuit court knew that Brindley had not agreed to a settlement.

The Rittmeisters and Snowdens contend that, pursuant to Rule 23 of the Rules of the Circuit Courts of the State of Hawai'i (Rule 23), Brindley waived her right to appeal the Final Judgment and Decree by failing to file an opposition to the proposed judgment. The argument that Brindley waived her right to appeal the judgment for failure to file an opposition to a proposed judgment is without merit. Rule 23 states:

Rule 23. Settlement of judgments, decrees, and orders.

Within 10 days after decision of the court awarding any judgment, decree or order that requires settlement and approval by a judge, including any interlocutory order, the prevailing party, unless otherwise ordered by the court, shall prepare a judgment, decree or order in accordance with the decision, attempt to secure the approval as to form of opposing parties thereon, and following such approval deliver the original and one copy to the court. If there is no objection to the form of a proposed judgment, decree or order, the party shall promptly approve as to form. In the event a proposed judgment, decree or order is not approved as to form by an opposing party within 5 days of a written request for such approval, the prevailing party shall deliver the original and one copy to the court along with notice of service on all parties and serve a copy thereof upon each party who has appeared in the action. If any party objects to the form of a proposed judgment, decree or order, that party shall within 5 days thereafter serve upon the prevailing party and deliver to the court a statement of that party's objections and the reasons therefor, and the form of the party's proposed judgment, decree or order, and in such event, the court shall proceed to settle the judgment, decree or order. Failure to file and serve

objections and a proposed judgment, decree or order shall constitute approval as to form of the prevailing party's proposed judgment, decree or order. Approval as to form shall not affect the right, or constitute waiver of the right, of any party to appeal from any judgment, decree or order issued.

(Emphasis added.) Rule 23 is merely a procedural provision.

Rhoads v. Okamura, 98 Hawai'i 407, 411, 49 P.3d 373, 377 (2002).

The plain language of Rule 23 states that failure to file and serve objections constitutes approval of the proposed judgment as to form. It also states that approval as to form shall not affect, or constitute waiver of, the right of any party to appeal any judgment, decree, or order. Brindley's right to appeal was not affected by her failure to file an opposition to the proposed judgment. The Rittmeisters and Snowdens failed to include any reference to the last sentence of Rule 23 in their answering briefs.

The Snowdens and Kapuniaais contend that even if the circuit court erred, it was harmless error because the error did not affect any substantial right of Brindley. The Snowdens and Kapuniaais argue that the settlement was fair and no substantial harm to Brindley's property rights can be shown.

Hawaii Revised Statutes § 641-2 (1993) states in relevant part:

§641-2 Review on and disposition of appeal.

. . . No judgment, order or decree shall be reversed, amended or modified for any error or defect unless the court is of the opinion that it has injuriously affected the substantial rights of the appellant.

The substantial right at issue is not whether Brindley's property rights have been harmed, but whether Brindley has the right to settle or contest a claim against her. There is no question that Brindley did not agree to a settlement. The error by the circuit court is not harmless because it denies Brindley the right to agree or disagree to a settlement.

B. Other points of error.

We decline to address several other points of error raised by Brindley as unnecessary because we vacate the Final Judgment and Decree.

C. Citation of supplemental authorities.

Counsel for the Snowdens submitted a letter purporting to be a Citation of Supplemental Authority under Hawai'i Rules of Appellate Procedure (HRAP) Rule 28(j). Counsel cited to the Summary Disposition Order filed in Hanoa v. Simeona. The letter also included further arguments, which are specifically barred by Rule 28(j). Summary Disposition Orders may not be cited under HRAP Rule 35. Counsel for the Snowdens is warned that future violations of HRAP may result in sanctions against him.

The Kapuniais' answering brief fails to comply with HRAP Rule 28(b)(1) and (c) in failing to include a table of authorities, and Rule 28(b)(3) and (c) in failing to include any "record references supporting each statement of fact or mention of court . . . proceedings." The Kapuniais' counsel is warned

that future non-compliance with HRAP 28 may result in sanctions against him.

IV. CONCLUSION

The March 12, 2001 "Order on Plaintiff's Motion for Summary Judgment" and the Final Judgment and Decree are vacated, and this case is remanded to the Circuit Court of the Second Circuit.

DATED: Honolulu, Hawai'i, January 22, 2004.

On the briefs:

Richard N. Wurdeman
for defendants/cross-claim
defendants-appellants
Jean P. Brindley and
Marguerite Luhia Rust.

Chief Judge

Tom C. Leuteneker
(Carlsmith Ball LLP)
for plaintiff-appellee
Lochland Holdings, LLC.

Associate Judge

Stanley H. Roehrig,
Andrew P. Wilson
(Roehrig, Roehrig, Wilson & Hara)
for defendants/counterclaimants/
cross-claimants-appellees
Harry Duarte; Leimomi Ho; Emanuel
Duarte; Nina Payne; Richard Duarte;
Renell Ward; Sharon Duarte; Leimomi
Miyake; Betty Snowden; Beverly Kapahu;
Gerald Duarte; Damien Duarte; Mabel
Kampstra; Terrence Duarte; Rachelle Maikui.

Associate Judge

Paul L. Horikawa
(Ing, Horikawa, Kuwada, Jorgensen & Toma)
for defendants-appellees
Arlette Moana Lahela Rittmeister Adams,
Peaches Rittmeister Cullen, William F.
Rittmeister.

Leigh-Wai Doo
for defendants-appellees
Martha K. Kapuniai; Paul Kapuniai;
Thelma Kapuniai; Lawrence K. Kapuniai;
Eunice Kapuniai Ableidinger; Katherine
Kapuniai Pahnka; Una May Kapuniai Kuhlman
aka Ua May Kapuniai Moniz; Charlotte Momohara
Tolentino; Georgette Sherman Albina;
Charles Arthur Sherman.